

1 ROBERT K. PHILLIPS
Nevada Bar No. 11441
2 BETSY C. JEFFERIS
Nevada Bar No. 12980
3 **PHILLIPS, SPALLAS & ANGSTADT LLC**
4 504 South Ninth Street
Las Vegas, Nevada 89101
5 (702) 938-1510
(702) 938-1511 (Fax)
6 rphillips@psalaw.net
7 bjeffferis@psalaw.net

8 *Attorneys for Defendant*
9 *Wal-Mart Stores, Inc.*

10 **UNITED STATES DISTRICT COURT**
11 **DISTRICT OF NEVADA**

12 SADIYYAH ABDULLAH,

13 Plaintiff,

14 v.

15 WAL-MART STORES INC.; DOES I-X,
inclusive, and ROE CORPORATIONS I-X,
inclusive,

16 Defendants.
17

Case No.: 2:17-cv-02647-GMN-VCF

STIPULATED PROTECTIVE ORDER
BETWEEN PLAINTIFF SADIYYAH
ABDULLAH AND DEFENDANT WAL-
MART STORES, INC.

18 **STIPULATED PROTECTIVE ORDER**

19
20 The parties to this action, Defendant Wal-Mart Stores, Inc. and Plaintiff Sadiyyah Abdullah,
21 by their respective counsel, hereby stipulate and request that the Court enter a stipulated protective
22 order as follows:

23 1. The Protective Order shall be entered pursuant to the Federal Rules of Civil Procedure
24 and applicable local rules for the United States District Court, District of Nevada

25 2. The Protective Order shall govern all materials agreed upon as “Confidential” by the
26 parties. Disclosed materials agreed to be confidential in nature shall be designated in writing as
27 “Confidential,” and such designation may appear on the face each document or in a separate writing.
28

1 The parties hereby agree that maps/schematics of the subject Walmart store, including
2 maps/schematics pertaining to the placement of surveillance cameras shall be Confidential.

3 3. Confidential Information shall be held in confidence by each party or his or her
4 representatives, attorneys, and agents for use solely for the purposes of this action and not for any
5 business purpose. Documents designated as confidential may not be disclosed to persons or parties
6 whose relationship to the dispute between the parties is not reasonably related to the prosecution or
7 defense of claims litigated.
8

9 4. Each counsel shall be responsible for providing notice of the Protective Order and the
10 terms therein to persons to whom they disclose "Confidential" information as defined by the terms of
11 the Protective Order.
12

13 5. The parties will comply with Local Rule IA 10-5 and seek to file under seal any
14 Confidential materials included in any papers, motions, or pleadings to avoid the public disclosure of
15 said information.

16 6. The termination of this action shall not relieve the parties and persons obligated
17 hereunder from their responsibility to maintain the confidentiality of information designated
18 confidential pursuant to this Order.

19 7. After the final adjudication or resolution of this Lawsuit ("final adjudication" will
20 include the resolution of any appeals), a party may make a written demand to the other party for the
21 return of confidential materials, including all copies and reproductions thereof. The party receiving the
22 written demand shall have thirty (30) days from receipt of the written demand to comply with same.
23

24 //

25 //

26 //

27 //

28 //

1 8. Nothing in the Protective Order shall be deemed to preclude any party from seeking
2 and obtaining, on an appropriate showing, a modification of this Order.
3

4 DATED: November 3, 2017

DATED: November 3, 2017

5
6 /s/ David M. Menocal

/s/ Betsy C. Jefferis

7 David M. Menocal
8 Nevada Bar No. 13191
9 DECASTROVERDE LAW GROUP
10 1149 S. Maryland Pkwy
11 Las Vegas, NV 89104
12 *Attorneys for Plaintiff*
13 *Sadiyyah Abdullah*

Betsy C. Jefferis
Nevada Bar No. 12980
PHILLIPS, SPALLAS & ANGSTADT, LLC
504 South Ninth Street
Las Vegas, Nevada 89101
Attorneys for Defendant
Wal-Mart Stores, Inc.

12 The terms of the above stipulation for a protective order by and between Defendant Wal-Mart
13 Stores, Inc. and Plaintiff Sadiyyah Abdullah, by their respective counsel, shall hereby be the ORDER
14 of this Court.

15 DATED this 9th day of November, 2017



17
18 UNITED STATES MAGISTRATE JUDGE
19
20
21
22
23
24
25
26
27
28